



## **PACE Scheduler Terms & Conditions**

Last updated: August 1st, 2016.

These Terms of Service ("Terms") govern your access to and use of the services, websites, and applications offered by PACE Scheduler (the "Service"). Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. By accessing or using the Service you agree to be bound by these Terms.

### **Use of the Service**

You may use the Service only if you can form a binding contract with PACE Scheduler, and only in compliance with these Terms and all applicable local, state, national, and international laws, rules and regulations. You must provide us accurate information, including your real name, when you create your account on PACE Scheduler.

We may, without prior notice, change the Service; stop providing the Service or features of the Service, to you or to users generally; or create usage limits for the Service.

You are responsible for safeguarding the password that you use to access the Service and for any activities or actions under your password. We encourage you to use "strong" passwords (that use a combination of upper and lower case letters, numbers and symbols) with your account. PACE Scheduler will not be liable for any loss or damage arising from your failure to comply with this instruction.

### **User Content**

"Content" means any information, text, graphics, or other materials uploaded, downloaded or appearing on the Service. You retain ownership of all Content you submit, post, display, or otherwise make available on the Service.

### **Your License to PACE Scheduler**

By submitting, posting or displaying Content on or through the Service, you grant us a worldwide, non-exclusive, royalty-free license (with the right to sublicense) to use, copy, reproduce, process, adapt, modify, publish, transmit, display and distribute such Content in any and all media or distribution methods (now known or later developed).

You agree that this license includes the right for other users of the Service to modify your Content, and for PACE Scheduler to make your Content available to others for the publication, distribution, syndication, or broadcast of such Content on other media and services, subject to our terms and conditions for such Content use. Such additional uses by PACE Scheduler or others may be made with no compensation paid to you with respect to the Content that you submit, post, transmit or otherwise make available through the Service.

We may modify or adapt your Content in order to transmit, display or distribute it over computer networks and in various media and/or make changes to your Content as are necessary to conform and adapt that Content to any requirements or limitations of any networks, devices, services or media.

Additionally, by uploading content to the site, you warrant, represent and agree that you have the right to grant PACE Scheduler the license described above. You also represent, warrant and agree that you have not and will not contribute any Content that (a) infringes, violates or otherwise interferes with any copyright or trademark of another party, (b) reveals any trade secret, unless the trade secret belongs to you or you have the owner's permission to disclose it, (c) infringes any intellectual property right of another or the privacy or publicity rights of another, (d) is libelous, defamatory, abusive, threatening, harassing, hateful, offensive or otherwise violates any law or right of any third party, (e) creates an impression that you know is incorrect, misleading, or deceptive, including by impersonating others or otherwise misrepresenting your affiliation with a person or entity; (f) contains other people's private or personally identifiable information without their express authorization and permission, and/or (g) contains or links to a virus, trojan horse, worm, time bomb or other computer programming routine or engine that is intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information. PACE Scheduler reserves the right in its discretion to remove any Content from the Site, suspend or terminate your account at any time, or pursue any other remedy or relief available under equity or law.

### **PACE Scheduler's Licenses to You**

Subject to these Terms, PACE Scheduler gives you a worldwide, royalty-free, non-assignable and non-exclusive license to re-post any of the Content accessible from your PACE Scheduler account anywhere on the rest of the web provided that the user who created the content has not explicitly marked the content as not for reproduction, and provided that you: upon request, either by PACE Scheduler or by a user who contributed to the Content, make a reasonable attempt to delete Content that has been deleted or marked as not for reproduction on pacescheduler.com.

You may only use the attribution required by this Section in the manner set out above. In exercising these rights, you may not implicitly or explicitly assert or imply any connection with, sponsorship or endorsement by PACE Scheduler, or any PACE Scheduler user of you or your use of the work, without the separate, express prior written permission of PACE Scheduler or the PACE Scheduler user.

If you operate a search engine or robot, or you republish a significant fraction of all PACE Scheduler Content accessible from your account (as we may determine in our reasonable discretion), you must additionally follow these rules:

You must use a descriptive user agent header.

You must follow robots.txt at all times.

You must make it clear how to contact you, either in your user agent string, or on your website if you have one. Subject to these Terms, PACE Scheduler gives you a personal, worldwide, royalty-free, revocable, non-assignable and non-exclusive license to use the Service as it is provided to you by PACE Scheduler.

All Content, is the sole responsibility of the person who originated such Content. We may not monitor or control the Content posted via the Service. Any use of or reliance on any Content or materials posted via the Service or obtained by you through the Service is at your own risk. We do not endorse, support, represent or



guarantee the completeness, truthfulness, accuracy, or reliability of any Content or communications posted via the Service or endorse any opinions expressed via the Service. You understand that by using the Service, you may be exposed to Content that might be offensive, harmful, inaccurate or otherwise inappropriate. Under no circumstances will PACE Scheduler be liable in any way for any Content, including, but not limited to, any errors or omissions in any Content, or any loss or damage of any kind incurred as a result of the use of any Content made available via the Service or broadcast elsewhere.

You are responsible for your use of the Service, for any Content you provide, and for any consequences thereof, including the use of your Content by other users and third party partners. You understand that your Content may be republished by users who have permissions to access or moderate your content, and if you do not have the right to submit Content for such use, it may subject you to liability. PACE Scheduler will not be responsible or liable for any use of your Content by PACE Scheduler in accordance with these Terms.

We reserve the right at all times (but will not have an obligation) to remove or refuse to distribute any Content on the Service and to terminate users or reclaim usernames. We also reserve the right to access, read, preserve, and disclose any information as we reasonably believe is necessary to (i) satisfy any applicable law, regulation, legal process or governmental request, (ii) enforce the Terms, including investigation of potential violations hereof, (iii) detect, prevent, or otherwise address fraud, security or technical issues, (iv) respond to user support requests, or (v) protect the rights, property or safety of PACE Scheduler, its users and the public.

## **Rules**

You must not do any of the following while accessing or using the Service: (i) use the Service for any unlawful purposes or for promotion of illegal activities; (ii) upload or post any Content (as defined above) in violation of the provisions contained in the "Your License to PACE Scheduler" section of these terms; (iii) use the Service for the purpose of spamming anyone; (iv) access or tamper with non-public areas of the Service, PACE Scheduler's computer systems, or the technical delivery systems of PACE Scheduler's providers; (v) probe, scan, or test the vulnerability of any system or network or breach or circumvent any security or authentication measures; (vi) access or search or attempt to access or search the Service by any means (automated or otherwise) other than through the currently available, published interfaces that are provided by PACE Scheduler (and only pursuant to those terms and conditions), unless you have been specifically allowed to do so in a separate agreement with PACE Scheduler (crawling the Service is permissible in accordance with these Terms, but scraping the Service without the prior consent of PACE Scheduler except as permitted by these Terms is expressly prohibited); (vii) forge any TCP/IP packet header or any part of the header information in any email or posting, or in any way use the Service to send altered, deceptive or false source-identifying information; or (viii) interfere with or disrupt (or attempt to do so) the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, mail-bombing the Service, or by scripting the creation of Content in such a manner as to interfere with or create an undue burden on the Service.

We may make available one or more APIs for interacting with the Service. Your use of any PACE Scheduler API is subject to these terms and the PACE Scheduler API Rules, which will be posted before we make these APIs available (as part of these Terms).



## **Proprietary Rights**

All right, title, and interest in and to the Service (excluding Content provided by users) are and will remain the exclusive property of PACE Scheduler and its licensors. The Service is protected by copyright, trademark, and other laws of both the United States and foreign countries. Except as expressly provided herein, nothing in the Terms gives you a right to use the PACE Scheduler name or any of the PACE Scheduler trademarks, logos, domain names, and other distinctive brand features. Any feedback, comments, or suggestions you may provide regarding the Service is entirely voluntary and we will be free to use such feedback, comments or suggestions as we see fit and without any obligation to you.

The Service may include advertisements, which may be targeted to the Content or information on the Service, queries made through the Service, or other information. The types and extent of advertising by PACE Scheduler on the Service are subject to change. In consideration for PACE Scheduler granting you access to and use of the Service, you agree that PACE Scheduler and its third party providers and partners may place such advertising on the Service or in connection with the display of Content or information from the Service whether submitted by you or others.

## **Copyright Policy**

PACE Scheduler respects the intellectual property rights of others and expects users of the Service to do the same. We will respond to notices of alleged copyright infringement that comply with applicable law and are properly provided to us. If you believe that your Content has been copied in a way that constitutes copyright infringement, please provide our copyright agent with the following information in accordance with the Digital Millennium Copyright Act: (i) a physical or electronic signature of the copyright owner or a person authorized to act on their behalf; (ii) identification of the copyrighted work claimed to have been infringed; (iii) identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access to which is to be disabled, and information reasonably sufficient to permit us to locate the material; (iv) your contact information, including your address, telephone number, and an email address; (v) a statement by you that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law; and (vi) a statement that the information in the notification is accurate, and, under penalty of perjury, that you are authorized to act on behalf of the copyright owner.

Our designated copyright agent for notice of alleged copyright infringement or other legal notices regarding Content appearing on the Service is:

PACE Scheduler, Inc.  
Attn: Copyright Agent  
2040 Corporate Lane  
Naperville, IL 60563  
Email: [contact@pacescheduler.com](mailto:contact@pacescheduler.com)

Please note that in addition to being forwarded to the person who provided the allegedly illegal content, we may send a copy of your notice (with your personal information removed) to Lumen (<https://www.lumendatabase.org/>) for publication and/or annotation. A link to your published notice will be displayed on PACE Scheduler in place of the removed content.



We reserve the right to remove Content alleged to be infringing or otherwise illegal without prior notice and at our sole discretion. In appropriate circumstances, PACE Scheduler will also terminate a user's account if the user is determined to be a repeat infringer.

## **Privacy**

PACE Scheduler values your privacy. Please review our Privacy Policy to learn more about how we collect and use information about you via the Service. By using the Service you consent to the transfer of your information to the United States and/or other countries for storage, processing and use by PACE Scheduler.

## **Links**

The Service may contain links to third-party websites or resources. You acknowledge and agree that we are not responsible or liable for: (i) the availability or accuracy of such websites or resources; or (ii) the content, products, or services on or available from such websites or resources. Links to such websites or resources do not imply any endorsement by PACE Scheduler of such websites or resources or the content, products, or services available from such websites or resources. You acknowledge sole responsibility for and assume all risk arising from your use of any such websites or resources.

## **Disclaimers; Indemnity**

Your access to and use of the Service or any Content is at your own risk. You understand and agree that the Service is provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, PACE Scheduler AND ITS PARTNERS DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. We make no warranty and disclaim all responsibility and liability for the completeness, accuracy, availability, timeliness, security or reliability of the Service or any content thereon. PACE Scheduler will not be responsible or liable for any harm to your computer system, loss of data, or other harm that results from your access to or use of the Service, or any Content. You also agree that PACE Scheduler has no responsibility or liability for the deletion of, or the failure to store or to transmit, any Content and other communications maintained by the Service. We make no warranty that the Service will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from PACE Scheduler or through the Service, will create any warranty not expressly made herein.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, PACE SCHEDULER AND ITS AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION, LOSS OF PROFITS, DATA, USE, GOOD-WILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICE; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SERVICE, INCLUDING WITHOUT LIMITATION, ANY DEFAMATORY, OFFENSIVE OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICE; AND (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF YOUR TRANSMISSIONS OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT PACE





SCHEDULER HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

Some jurisdictions do not allow the exclusion of certain warranties or the exclusion or limitation of liability for consequential or incidental damages, so the limitations above may not apply to you.

If anyone brings a claim against us related to your actions or Content on the Service, or actions or Content by or from someone using your account, you will indemnify and hold us harmless from and against all damages, losses, and expenses of any kind (including reasonable legal fees and costs) related to such claim.

## **General Terms**

These Terms and any action related thereto will be governed by the laws of the State of California without regard to or application of its conflict of law provisions or your state or country of residence. Unless submitted to arbitration as set forth in the following paragraph, all claims, legal proceedings or litigation arising in connection with the Service will be brought solely in Santa Clara County, California, and you consent to the jurisdiction of and venue in such courts and waive any objection as to inconvenient forum.

For any claim (excluding claims for injunctive or other equitable relief) under these Terms where the total amount of the award sought is less than \$10,000, the party requesting relief may elect to resolve the dispute through binding non-appearance-based arbitration. The party electing such arbitration shall initiate the arbitration through an established alternative dispute resolution ("ADR") provider mutually agreed upon by the parties. The ADR provider and the parties must comply with the following rules: a) the arbitration shall be conducted by telephone, online and/or be solely based on written submissions, as selected by the party initiating the arbitration; b) the arbitration shall not involve any personal appearance by the parties or witnesses unless otherwise mutually agreed by the parties; and c) any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

These Terms are the entire and exclusive agreement between PACE Scheduler and you regarding the Service (excluding any services for which you have a separate agreement with PACE Scheduler that is explicitly in addition or in place of these Terms), and these Terms supersede and replace any prior agreements between PACE Scheduler and you regarding the Service.

The failure of PACE Scheduler to enforce any right or provision of these Terms will not be deemed a waiver of such right or provision. In the event that any provision of these Terms is held to be invalid or unenforceable, the remaining provisions of these Terms will remain in full force and effect.

We may revise these Terms from time to time. The most current version will always be on this page (or such other page as the Service may indicate). If the revision, in our sole discretion, is material we will notify you via posting to our website or e-mail to the email associated with your account. By continuing to access or use the Service after those revisions become effective, you agree to be bound by the revised Terms.

The Service is operated and provided by PACE Scheduler, Inc., 2040 Corporate Lane, Naperville IL 60563. If you have questions about these Terms, please contact us at [contact@pacescheduler.com](mailto:contact@pacescheduler.com).